

ORIGINAL NEW APPLICATION



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BEFORE THE ARIZONA CORPORATION COMMISSION

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IN THE MATTER OF THE APPLICATION OF
TABLE TOP TELEPHONE COMPANY, INC.,
FOR APPROVAL OF AN AMENDMENT TO
THE WIRELESS INTERCONNECTION
AGREEMENT WITH VERIZON WIRELESS

DOCKET NO. T-02724A-12-0492

1 Table Top Telephone Company, Inc. ("Table Top Telephone") hereby applies for
2 approval of an amendment to a Wireless Interconnection Agreement with Verizon Wireless
3 (VZW) LLC d/b/a Verizon Wireless, Alltel Communications LLC d/b/a Verizon Wireless, Gila
4 River Cellular General Partnership d/b/a Verizon Wireless, WWC License LLC d/b/a Verizon
5 Wireless and Fresno MSA Limited Partnership d/b/a Verizon Wireless (collectively, "Wireless").
6 A copy of the Amendment is attached as Exhibit A.

7 The initial Wireless Interconnection Agreement between Table Top Telephone and
8 Wireless was approved by operation of law on July 10, 2006, in Docket No. T-02724A-06-0238.
9 On November 18, 2011, the Federal Communications Commission ("FCC") released a Report
10 and Order and Further Notice of Proposed Rulemaking, FCC 11-161, which included enacting
11 new rules for Intercarrier Compensation for Wireless Traffic ("USF/ICC Transformation
12 Order"). A subsequent Order on Reconsideration was released December 23, 2011, modifying
13 two aspects of the USF/ICC Transformation Order.

14 As a result of the FCC actions, 47 C.F.R. §20.11 and §§51.700-51.715 were amended to
15 provide that intercarrier compensation for non-access traffic exchanged between Local
16 Exchange Carriers and Commercial Mobile Radio Service providers will be subject to a default
17 bill-and-keep methodology for traffic exchanged on and after July 1, 2012. The Amendment

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1 changes Exhibit A to a bill-and-keep methodology and makes other minor changes to the initial
2 Agreement.

3 Table Top Telephone asks that the Amendment be approved without a hearing.

4 Respectfully submitted on December 14, 2012.

5
6
7 /s/Craig A. Marks

8 Craig A. Marks

9 Craig A. Marks, PLC

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15 Attorney for Table Top Telephone Company, Inc.

Original and 13 copies **filed**
on December 14, 2012, with:

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

By: /s/Craig A. Marks
Craig A. Marks

**Amendment to the Traffic Termination Agreement
Between Verizon Wireless and Table Top Telephone Company, Inc.**

This is an Amendment ("Amendment") to the Traffic Termination Agreement between the Verizon Wireless entities listed on the signature page of this Amendment, each having an office and principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920 (collectively, "Verizon Wireless"), and Table Top Telephone Company Inc. of Ajo, Arizona ("Table Top") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Traffic Termination Agreement (the "Agreement") pursuant to 47 U.S.C. 251/252, dated April 4, 2006; and

WHEREAS, the Federal Communications Commission ("FCC"), in an order released November 18, 2011 (FCC 11-161) ("FCC Order"), has provided that Bill and Keep shall be the default compensation arrangement between the Parties for the exchange of all IntraMTA Traffic, and that this is to be considered a change of law; and

WHEREAS, Verizon Wireless has elected to apply a Bill and Keep arrangement to all IntraMTA Traffic between the Parties; and

WHEREAS, the Parties desire to modify their current Traffic Termination Agreement consistent with the FCC Order to provide for a Bill and Keep arrangement governing the exchange of IntraMTA Traffic between the Parties; and

WHEREAS, Section 19.2 of the Agreement authorizes the Parties to amend the Agreement to comport with a change in law; and

WHEREAS, following good faith negotiations pursuant to Section 19.2 of the Agreement, the Parties desire to amend the Agreement to provide for a Bill and Keep arrangement for the exchange of all IntraMTA Traffic between them, such Bill and Keep arrangement to become effective July 1, 2012; and

WHEREAS, the Parties wish to make other adjustments and clarifications to their Agreement based on the changes in federal intercarrier compensation policy embodied in the FCC Order, and to update the Agreement to reflect personnel changes.

AMENDMENT TO AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. From July 1, 2012 forward, all Local Traffic between the Parties, as defined in Section 2.5 of the Agreement, shall be exchanged pursuant to a Bill and Keep arrangement, which means that neither Party shall charge the other for the transport and/or termination of the other's Local Traffic. Local Traffic is synonymous with IntraMTA Traffic.
2. Provisions of the Agreement relating to the reciprocal compensation of IntraMTA or Local Traffic are no longer applicable and shall be replaced by a Bill and Keep arrangement.
3. In compliance with the FCC Order, the formulas provided in Appendix 1 to the Agreement are no longer effective or applicable calculations. The measurement and billing responsibilities related to Local Traffic in the Agreement are no longer applicable under this Amendment.
4. Notwithstanding the Bill and Keep arrangement applicable to Local Traffic, the provisions of the Agreement addressing compensation for Non-Local or InterMTA Traffic shall remain in place. InterMTA Traffic is synonymous with Non-Local Traffic and both shall continue to be defined in accordance with Section 2.6 and 2.8 of the Agreement. Compensation for InterMTA traffic shall continue to be governed by Section 4 of the Agreement, and the 1% InterMTA factor shall continue to apply, as set forth in Section 5.3 and Appendix 2 of the Agreement.
5. In compliance with the FCC Order, Table Top will be wholly responsible for transport and provisioning of outbound traffic between its customers and the Table Top's meet point and for transport and provisioning of inbound traffic between the Table Top's meet point and its customers. Verizon Wireless will be wholly responsible for transport and provisioning of outbound traffic between its customers and the Table Top's meet point, and for transport and provisioning of inbound traffic between the Table Top's meet point and the Verizon Wireless' customers.
6. Section 15.1 of the Agreement is modified to provide that, for Table Top, notices related to the Agreement or this Amendment shall be provided to the following individuals:

Matthew Boos, General Manager
Table Top Telephone Company, Inc.
600 North 2nd Avenue
Ajo, AZ 85321

Patrick M. Rosvall
Cooper, White & Cooper LLP
201 California St., 17th Floor
San Francisco, CA 94111

7. This Amendment shall be effective July 1, 2012.
8. This Amendment shall remain effective as long as the Agreement remains effective between the Parties.
9. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified, or supplemented without the written consent thereto by both Parties' authorized representatives.
10. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Verizon Wireless

Alltel Communications LLC d/b/a Verizon Wireless

Gila River Cellular General Partnership d/b/a Verizon Wireless

By Cellco Partnership, Its Managing General Partner

Verizon Wireless (VZW) LLC d/b/a Verizon Wireless

WWC License LLC d/b/a Verizon Wireless

By Alltel Communications LLC, Its Sole Member

Fresno MSA Limited Partnership d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

By: 

Name: Walter L. Jones Jr.

Title: Area Vice President - Network

Date: 12/3/12

Table Top Telephone Company, Inc.

By: 

Name: Matthew J. Roos

Title: Secretary

Date: 12/12/12